

David Wynn (DW-8660)  
Matthew Trokenheim (MT-4954)  
Arent Fox LLP  
1675 Broadway  
New York, New York 10019  
(212) 484-3900  
[wynn.david@arentfox.com](mailto:wynn.david@arentfox.com)  
[trokenheim.matthew@arentfox.com](mailto:trokenheim.matthew@arentfox.com)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ARENT FOX LLP  
1675 Broadway  
New York, NY 10019

Plaintiff,

v.

ROBERTA ROUSSEAU  
1000 Island Boulevard, Suite 2506  
Aventura, Florida 33160,

Defendants.

09 Civ. 7008 (PKC)

**ATTORNEY DECLARATION OF PAUL  
M. KAPLAN IN SUPPORT OF  
REQUEST/APPLICATION FOR  
DEFAULT JUDGMENT**

Paul M. Kaplan, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury that the following is true and correct:

1. I am a member of the Bar of this Court and am a Partner with the firm of Arent Fox LLP, plaintiff in the above-entitled action. I am familiar with all the facts and circumstances in this action.

2. I make this affidavit pursuant to Rule 55(a) of the Federal Rules of Civil Procedure and Rule 55.1 and 55.2(a) of the Civil Rules for the Southern District of New York, in support of plaintiff's application for the entry of a default judgment against defendant.

3. Defendant is not an infant, in the military, or an incompetent person.

4. Defendant engaged Arent Fox in connection with New York federal and state litigations. Defendant signed an engagement letter agreeing to the terms of the engagement

which included prompt payment for services rendered. Payment terms included that Arent Fox had the right to charge Defendant interest at a rate of 1% per month on statements not paid within 30 days. Defendant also agreed to be responsible for all collection costs incurred by Arent Fox., including attorney's fees.

5. Pursuant to the terms of the engagement, Arent Fox performed legal services for Defendant. Arent Fox issued the following invoices for those services:

- (i) On January 23, 2009, invoice number 1180752 for \$6034.00;
- (ii) On January 23, 2009, invoice number 1180753 for \$70,757.50, \$25,000 of which has been paid leaving \$45,757.50 due and owing;
- (iii) On February 20, 2009, invoice number 1184374 for \$4,374.46;
- (iv) On February 20, 2009, invoice number 1184376 for \$74,422.26;
- (v) On March 20, 2009, invoice number 1188234 for \$1,756.20;
- (vi) On March 20, 2009, invoice number 1188235 for \$41,991.87;
- (vii) On April 23, 2009, invoice number 1193909 for \$1,027.87;
- (viii) On April 23, 2009, invoice number 1193910 for \$43,394.57.

6. The total invoiced amount remaining due and owing is \$218,803.73.

7. This is an action to recover \$233,738.71 owed by defendant to plaintiff for the \$218,803.73 in legal fees and costs for services rendered plus interest of \$14,934.98 representing an accrual of 1% per month for each invoice unpaid after 30 days, as set forth more completely in the complaint filed herein.

8. Jurisdiction of the subject matter of this action is based on diversity of citizenship pursuant to 28 U.S.C. §1332.

9. This action was commenced on August 7, 2009, by the filing of the summons and complaint. A copy of the summons and complaint was served on the defendant personally by the Office of the Miami-Dade County Sherriff. The person served, Roberta Rousseau, confirmed her

identity by showing a driver's license with photo identification. This occurred on August 28, 2009, at Roberta Rousseau's residence at 1000 Island Boulevard, Suite 2506, Aventura, Florida 33160. Proof of service by the process server was filed on September 9, 2009. A copy of the Summons and Complaint is attached hereto as Exhibit 1. A copy of the Proof of Service is attached hereto as Exhibit 2.

10. The defendant has not answered the complaint. The time for the defendant to answer the complaint has expired.

11. The Clerk of the Court issued a Certificate of Default on September 23, 2009.

12. This action seeks judgment for the sum certain of \$218,803.73 for the total amounts due on the invoices listed in paragraph 5 above, plus interest of \$14,934.98, representing an accrual of 1% per month from 30 days after each invoice date. The total due as of September 23, 2009 is \$233,738.71, as shown by the Statement of Damages attached hereto as Exhibit 3, which is justly due and owing, and no part of which has been paid.

13. No prior request for this relief has been made.

WHEREFORE, plaintiff requests the entry of Default and Judgment against defendant, both which are annexed.

Executed this ~~24th~~ day of September, 2009, at New York, New York.

  
PAUL M. KAPLAN